

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

NO. 1

DATE

12/10/02

TO LEASE NO. GS-02B-23137

ADDRESS OF PREMISES:

55 West 125th Street, New York, N.Y.

THIS AGREEMENT ("Amendment" or "Agreement"), made and entered into this date by and between Judy LLC

whose address is c/o Cogswell Realty Group
1330 Avenue of the Americas, 25th Floor
New York, N.Y. 10019

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, Lessor and Government entered into a Lease for Real Property, dated April 17, 2001 (number GS-02B-23137; the "Lease"), for the entire fourteenth (14th) floor (the "Premises") in the building located at 55 West 125th Street, New York, New York ("Building"); and

WHEREAS, the parties hereto desire to amend the Lease to: (1) establish the final cost of the Tenant Improvements, (2) provide for the amortization of the cost of Tenant Improvement into the Rent (hereinafter defined), (3) establish the Commencement Date, (4) modify Government's termination rights, (5) permit Government to install and maintain an antenna on the roof of the Building, (6) provide Government with parking, (7) (b) (5), (b) (7)(F)

(b) (5), (b) (7)(F) s (8) modify other provisions of the Lease; and

continued

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Judy LLC

By: Cogswell Realty Group, LLC, Managing Member

By: Arthur R. Stern, Managing Member

BY (b) (6)
(Signature)

Managing Member

(Title)

IN PRESENCE OF

(b) (6)
(Signature)

c/o Cogswell Realty Group, LLC

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By: Walter J. Moldovan

BY (b) (6)
(Signature)

Contracting Officer

(Official Title)

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the Lease shall be amended, effective July 25, 2001, as follows:

- 1) Supplementing Paragraph 16 of the Rider to the Lease, the Term shall be ten (10) years, with the Commencement Date being July 25, 2001 and the expiration date being July 31, 2011, subject to Government's right to terminate the Lease, as set forth in Paragraphs 22 and 23 of the Rider to Lease (as amended in Section 2 of this Amendment).

- 2) Paragraph 22 of the Rider to Lease shall be stricken in its entirety and replaced with the following:

Except as set forth in Paragraph 23 hereinafter, the Government may only terminate this Lease effective at the end of the sixth (6th) or eighth (8th) years of the Term (July 31, 2007 or July 31, 2009) by giving notice, in writing, to the Lessor at least one hundred eighty (180) days prior to the end of the sixth (6th) or eighth (8th) years of the Term (i.e., February 1, 2007 or February 1, 2009, respectively). Said notice shall be delivered in accordance with General Clause 1(i).

- 3) The Lessor and the Government hereby agree that (i) based on the Final Construction Plans, the "cost of Tenant Improvements" (as defined Paragraph 5 of the Rider to Lease), for purposes of this Amendment, shall be \$1,120,000.00 and (ii) such Tenant Improvements have been constructed in accordance with the Final Construction Plans (a list of such Final Construction Plans are attached hereto as Exhibit "A" and made part hereof). (b) (4)

Notwithstanding the foregoing, the cost of the Tenant Improvements does not include any change orders, which may be requested by Government subsequent to the execution of this Amendment and thereafter approved by Lessor ("Change Orders"). Accordingly, notwithstanding anything to the contrary contained in this Agreement or the Lease (including, without limitation, Section 33 of the General Clauses), Government shall pay for any Change Orders within the time periods and in the manner set forth in the Lease.

- 4) A. Amending Paragraph 12 of the Rider to Lease, Lessor shall contribute a total of \$337,060.00 towards the total cost of Tenant Improvements (hereinafter referred to as "Lessor's Total Contribution"). (b) (4)

The next \$398,570.00 of the cost of Tenant Improvements has been paid by Government prior to the execution of this Amendment) (\$350,000.00 + \$48,570.00). An additional \$15,600.53 shall then be paid by Lessor, on Government's behalf, as consideration for the agreed upon Commencement Date ("Additional Consideration"). (b) (5), (b) (7)(F)

Lessor ARS
Government (Signature)

2

(b) (4)

B. In addition to the cost of Tenant Improvements, Government has incurred certain costs in connection with the security installation in the portion of the Premises being occupied by the Secret Service. Such additional costs, totaling \$182,304.78 has been paid by Government prior to the execution of this Amendment.

C. Also included in the cost of Tenant Improvements is the cost of an audio system and cable television wiring in the Premises (i.e, such cost of \$9,240.00 is part of the \$1,120,000.00 cost of Tenant Improvements).

- 5) Paragraph 24 of the Rider to Lease shall be stricken in its entirety and replaced with the following:

If the Government elects to terminate this Lease as set forth in Paragraph Nos. 22 or 23 herein, Government shall pay the Lessor the then unamortized portion of (i) Lessor's Total Contribution, Remaining TI and Additional Consideration and (ii) the brokerage commission paid by Lessor (b) (4). For the purpose of calculating the unamortized portion of Lessor's Total Contribution, Remaining TI, Additional Consideration and broker commission, all shall be amortized over the ten (10) year Term (except for the Remaining TI, which shall be amortized commencing October 1, 2002), compounded at ten percent (10%) interest, per annum.

- 6) Paragraph 17 of the Rider of the Lease is deleted in its entirety and the following Section is substituted in lieu thereof:

The Government shall pay the Lessor annual rental ("Rent") as follows:

- a. For the period beginning on July 25, 2001 through and including October 31, 2001, Government shall pay \$31.50 per rentable square foot, plus \$6.21 per rentable square foot (representing the amortization of Lessor's Total Contribution), plus \$2.50 per rentable square foot for tenant electric; a total of \$40.21 per rentable square foot. Including the charges for Parking (as set forth in Section 9 herein) and Antenna (as set forth in Section 11 herein), Government shall pay \$351,827.64 per annum (\$29,318.97 per month).
- b. For the period beginning on November 1, 2001 through and including September 30, 2002, Government shall pay \$31.50 per rentable square foot, plus \$6.21 per rentable square foot (representing the amortization of Lessor's Total Contribution), plus \$2.50 per rentable square foot for tenant electric; a total of \$40.21 per rentable square foot. Including the charges for AP Rent (as set forth in Section 12 herein), Parking (as set forth in Section 9 herein) and Antenna (as set forth in Section 11 herein), Government shall pay \$355,198.20 per annum (\$29,599.85 per month).
- c. For the period beginning on October 1, 2002 through and including July 31, 2004, Government shall pay \$31.50 per rentable square foot, plus \$6.21 per rentable

Lessor

ARJ

Government

3

square foot (representing the amortization of Lessor's Total Contribution, plus \$7.33 per rentable square foot (representing the amortization of the Remaining TI), plus \$2.50 per rentable square foot for tenant electric; a total of \$47.54 per rentable square foot. Including the charges for AP Rent (as set forth in Section 12 herein), Parking (as set forth in Section 9 herein) and Antenna (as set forth in Section 11 herein), Government shall pay \$418,294.92 per annum (\$34,857.91 per month).

- d. For the period beginning on August 1, 2004 through and including July 31, 2006, Government shall pay \$34.25 per rentable square foot, plus \$6.21 per rentable square foot (representing the amortization of the Lessor's Total Contribution), plus \$7.33 per rentable square foot (representing the amortization of the Remaining TI), plus \$2.50 per rentable square foot for tenant electric; a total of \$50.29 per rentable square foot. Including the charges for AP Rent (as set forth in Section 12 herein), Parking (as set forth in Section 9 herein) and Antenna (as set forth in Section 11 herein), Government shall pay \$441,966.84 per annum (\$36,830.57 per month).
- e. For the period beginning on August 1, 2006 through and including July 31, 2008, Government shall pay \$37.00 per rentable square foot, plus \$6.21 per rentable square foot (representing the amortization of the Lessor's Total Contribution), plus \$7.33 per rentable square foot (representing the amortization of the Remaining TI), plus \$2.50 per rentable square foot for tenant electric; a total of \$53.04 per rentable square foot. Including the charges for AP Rent (as set forth in Section 12 herein), Parking (as set forth in Section 9 herein) and Antenna (as set forth in Section 11 herein), Government shall pay \$465,638.88 per annum (\$38,803.24 per month).
- f. For the period commencing August 1, 2008 through and including July 31, 2011, Government shall pay \$39.75 per rentable square foot, plus \$6.21 per rentable square foot (representing the amortization of Lessor's Total Contribution), plus \$7.33 per rentable square foot (representing the amortization of the Remaining TI), plus \$2.50 per rentable square foot for tenant electric; a total of \$55.79 per rentable square foot. Including the charges for AP Rent (as set forth in Section 12 herein), Parking (as set forth in Section 9 herein) and Antenna (as set forth in Section 11 herein), Government shall pay \$489,310.92 per annum (\$40,775.91 per month).

The annual rentals set forth above are subject to annual operating cost escalations as provided for in paragraph 35 of Attachment 1, Supplemental Lease Requirements.

Rent and any other additional charges payable under the Lease shall be paid to:

(b) (4)

All Rent shall be paid in equal monthly installments in arrears. Upon written notice by Lessor to Government of a mere change in the mailing address or wiring instructions for which Rent is to be sent or wired (without changing the payee), Government shall thereafter forward all rent to such new address (except to the extent that Section 24 of Attachment No. 1, Supplemental Lease Requirements or Paragraph No. 25 of the General Clauses are applicable).

(4)

Lessor AMS
Government [Signature]

- 7) Government acknowledges that the Premises have been delivered to Government for occupancy prior to the Required Substantial Completion Date or Substantial Completion of the Premises. In consideration of Lessor's agreement to (a) deliver possession of the Premises to Government prior to the Required Substantial Completion Date and Substantial Completion of the Premises and (b) pay the Additional Consideration, Government hereby waives any and all rights it may have under the Lease for Lessor's failure to deliver the Premises Substantially Complete by the Required Substantial Completion Date. Accordingly, (i) Paragraph 9 of the Rider to Lease shall be amended to reflect that, upon Substantial Completion of the Premises, Government shall have five (5) business days to inspect the Premises and issue a Final Punchlist and (ii) Paragraph 10 of the Rider to Lease shall be stricken in its entirety as being moot. In addition, as a result of the Commencement Date being set forth in this Agreement, Government and Lessor mutually agree that a supplemental lease agreement to confirm the Substantial Completion Date shall be unnecessary and no longer required.
- 8) Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any of the terms and conditions of the Lease, the terms and conditions of this Agreement shall control and govern.

9)

(b) (5), (b) (7)(F)

10) Intentionally Deleted.

11)

(b) (5), (b) (7)(F)

5

Lessor APS

Government [Signature]

(b) (5), (b) (7)(F)

12)

(b) (5), (b) (7)(F)

- a) The term of the Lease for the Additional Premises shall commence on November 1, 2001 (the "Additional Premises Commencement Date") and terminate on July 31, 2011, subject to Government's right to terminate the Lease, as set forth in Paragraphs 22 and 23 of the Rider to Lease (as amended by Section 2 of this Amendment);
- b) Government shall pay, as part of and included in the Rent set forth in Section 5 herein, as annual rent for the Additional Premises ("AP Rent"), \$ 31.50 per rentable square foot (\$3,370.56 per annum; \$280.88 per month);
- c) Lessor shall supply the Government with electricity for the Additional Premises in accordance with the terms and conditions of Paragraph 19 of the Lease, except that the electric charge for the Additional Premises only shall be \$1.00 per square foot (which has been included in the AP Rent set forth in [b] above);
- d) The parties hereto acknowledge that CRG Real Estate Services, LLC, represented the Lessor in the leasing transaction for the Additional Premises;
- e) Government agrees to accept possession of the Additional Premises in an "as is" condition, except that Lessor shall deliver the Additional Premises to Government vacant and in broom clean condition; and
- f) Government intends, upon the Additional Premises Commencement Date, to occupy the Premises and Additional Premises as a single unit. Unless otherwise specifically referred to in this Amendment as the "Additional Premises", the Premises (as referred to in this Amendment and the Lease) shall be deemed to include the Additional Premises.

(6)

Lessor ARJ
Government (6)

- 13) As of November 1, 2001, (a) the Premises shall consist of approximately 8,715 rentable square feet, occupied as follows: the office of the Former President William Jefferson Clinton to occupy approximately 8,300 rentable square feet and the United States Secret Service to occupy approximately 415 rentable square feet and (b) the Government's percentage of occupancy, as set forth in paragraph 34(E) of the Supplemental Lease Requirements of the Lease shall be 4.05%.

7

Lessor ART

Government 

Drawing List

Architectural

A-0 Cover Sheet
A-00 Abbreviations List and Symbols
A-000 General Notes
A0000 Partition Schedule
A-1 Demolition plan
A-2 Ceiling Demolition
A-3 14th Floor Partition Plan
A-4 14th Floor Reflected Ceiling plan
A-5 14th Floor Lighting Control Plan
A-6 14th Floor Finish plan
A-7 14th Floor Furniture Floor Plan
A-8 14th Floor Power & Signal plan
A-9 Executive Office Conference Room Elevations
A-10 Pantry Plans & Elevations
A-11 Executive Bathroom / ADA Toilet Part Plans & Elevations
A-12 Bath Room Plans & Elevations
A-13 Elevator Lobby / Corridor Elevations
A-14 Door Schedule and Details
A-15 Millwork Details

Electrical

E-100 Electrical Legend
E-101 Electrical Specifications
E-102 Electrical Schedules
E-314F Lighting Plan
E-314L Partition Schedule

E-600 Details

Fire Protection/Plumbing

F-100 Fire Protection Symbols, Abbreviations & Riser Diagram
F-314 Fire Protection Plan
F-700 Fire Protection Specifications

HVAC

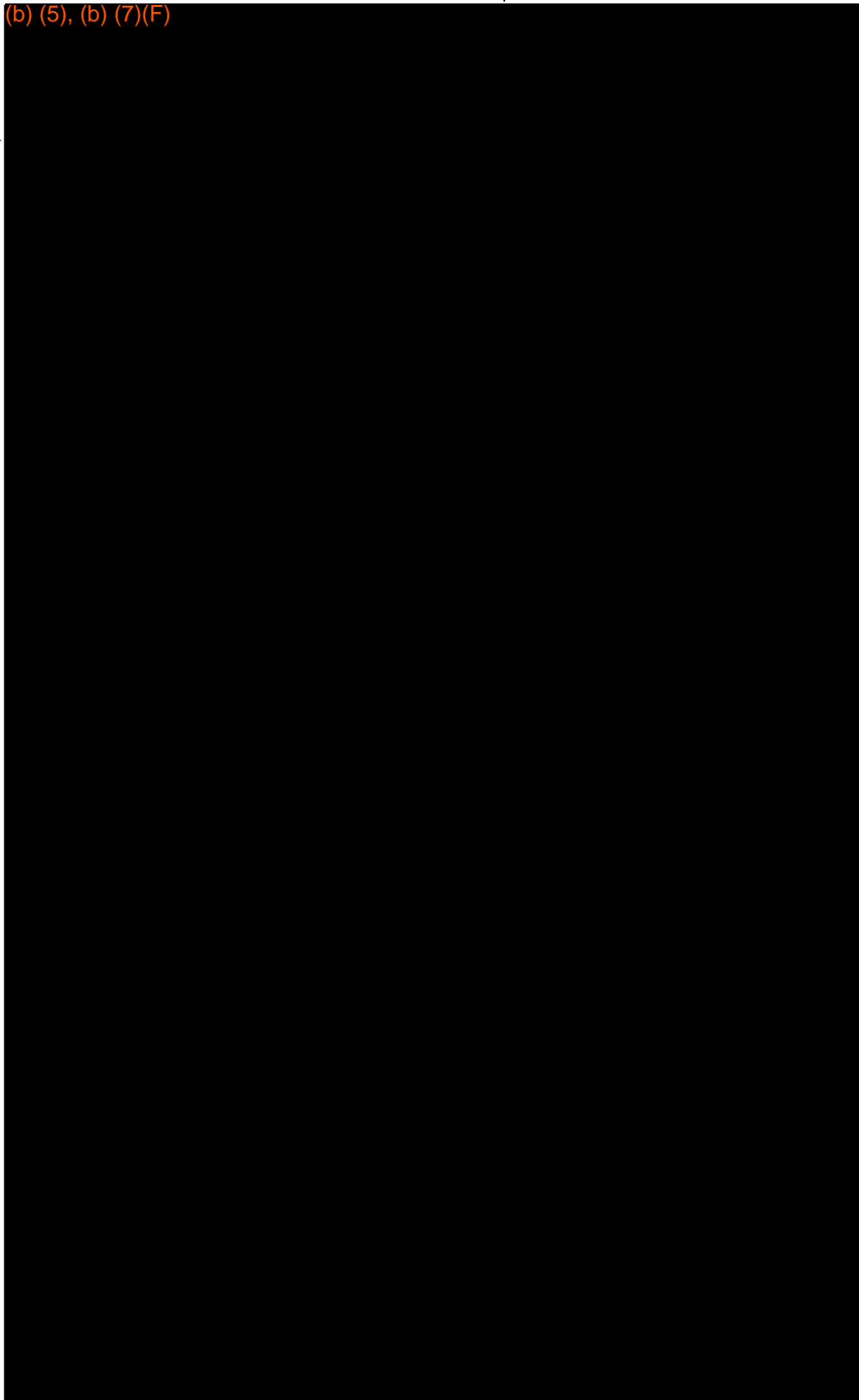
M-100 HVAC Symbols, Abbreviations
M-101 HVAC Specifications
M-314 HVAC Plan
M-500 HVAC Schedule Sheet
M-600 HVAC Details
M-601 HVAC Details

Exhibit "A"

Lessor ART
Government (8)

(8)

(b) (5), (b) (7)(F)



ADDITIONAL PREMISES



EXHIBIT "B"

9

Lessor ARJ

Government 

(b) (5), (b) (7)(F)



Exhibit C

10

Lessor APR
Government 9